



CPRA Request Document
REF: W001678-0317019
Caroline Haskin 3/27/2019

City of Palo Alto City Council Staff Report

(ID # 4888)

Report Type: Consent Calendar

Meeting Date: 6/16/2014

Summary Title: Law Enforcement Data Sharing Agreement

Title: Recommending Council Authorize the City Manager to Approve Law Enforcement Data Sharing Agreement

From: City Manager

Lead Department: Police

Recommendation

Staff recommends that Council authorize the City Manager or his designee to execute the attached law enforcement data sharing Memorandum of Understanding.

Discussion

Law enforcement agencies routinely share information with one another to address crime and other public safety issues. Until recently, it was relatively difficult for this information sharing to take place in an efficient and effective manner. Palo Alto and other local police agencies have begun to participate in regional data sharing agreements which significantly enhance the Police Department's ability to share and receive information from other law enforcement agencies.

Under these agreements, agencies are subject to strict requirements for disclosure, use, and sharing of information and limit these practices to activities undertaken pursuant to an authorized law enforcement purpose. The Police Department benefits greatly from regional data sharing and recently has been invited to join an additional data sharing group comprised of various law enforcement agencies in Northern California.

The Memorandum of Understanding sets forth terms and conditions for the sharing of information on an integrated system. Palo Alto has found strong value in its use of other regional data sharing agreements, and desires to continue to participate in these partnerships.

The MOU contemplates sharing of information relating to field investigation, including crime reports, citations, arrest records, calls for service, and automated license plate reader data. The data would be collected and primarily structured through the Northern California Regional Intelligence Center. Additionally, a Palo Alto-based data integration company, Palantir

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Technologies, Inc., will provide the technology platform to the Northern California Regional Intelligence Center for use in facilitating data sharing under the MOU.

Resource Impact

There is no cost to the City for participating in this agreement.

Policy Impact

The agreement will result in no policy impact.

Environmental Impact

This is not a project defined under CEQA, and therefore no further action is required.

Attachments:

- ATTACHMENT A: Law Enforcement Data Sharing Agreement (PDF)

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LAW ENFORCEMENT DATA SHARING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this _____ day of _____, 2014 by and between the Northern California Regional Intelligence Center (NCRIC), a federal-state-local law enforcement collaborative program, and the Palo Alto Police Department, a public entity or organization or Public Safety agency, hereinafter referred to as "Agency," collectively referred to as "Parties," and

WHEREAS, the Parties provide Public Safety services within their jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, the Parties are committed to complete cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to facilitate the sharing of information contained within its electronic data systems, including but not limited to: Records Management Systems, Computer Aided Dispatch Systems, crime reports, arrest records, citations, and automated license plate reader data, which may include aggregated information collected from multiple individual or regional sources who have entered into information sharing agreements; hereinafter referred to as "Data," using commercially available and custom developed data integration systems; and

WHEREAS, the Agency desires to share Data owned, aggregated, or collected by the Agency under the conditions set forth in this MOU; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, the Parties hereby agree as follows:

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AGREEMENT

IT IS HEREBY AGREED, by and between the parties as follows:

1. PURPOSE:

The purpose of this MOU is to provide a standardized approach and method of collection and sharing of Data, when granted by the contributing AGENCY, between the Public Safety Agencies in the Counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, Santa Clara, Santa Cruz, San Benito, San Mateo and Sonoma, through the Northern California Regional Intelligence Center's information systems.

2. MISSION:

Northern California Regional Intelligence Center: The NCRIC is a multi-jurisdictional public safety information fusion center comprised of the Northern California High Intensity Drug Trafficking Area (NCHIDTA) Investigative Support Center, Investigative Equipment Program, and the NCRIC Homeland Security Programs. The NCRIC is managed under the NCHIDTA Executive Board. The NCRIC was created to assist local, state, federal and tribal public safety agencies and critical infrastructure locations with the collection, analysis and dissemination of all crimes threat information. It is the mission of the NCRIC to protect the citizens of the fifteen Bay Area counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

- a. Data Availability: The NCRIC further agrees to make the shared information available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. The NCRIC agrees to inform the Agency in advance, whenever possible, of scheduled system downtimes.
- b. Data Sharing: Data contributed by each agency will only be shared on a need to know and right to know basis with other agencies that have entered into an MOU with the NCRIC. Both parties agree not to facilitate information sharing between law enforcement entities that have not entered into agreements allowing such sharing. Data may also be shared with representatives and/or employees of the operator of the data sharing technology platform, subject to adherence with non-disclosure requirements and other provisions of federal and state law.

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- c. **Security Requirements:** The NCRCI and the Agency agree to enforce and maintain security, retention, and purge requirements for the information shared through in the NCRCI's information systems as specified in the Information Practices Act, the Public Records Act, California Attorney General's Model Standards and Procedures for Maintaining Criminal Intelligence Files and Criminal Intelligence Operational Activities, 28 Code of Federal Regulations (CFR) Part 23, and any other laws or regulations governing applicable data types. The Agency agrees to use information shared in the NCRCI's information systems as a pointer system and not as the source of probable cause for law enforcement actions. Exceptions to the above policy shall not be implemented by any agency without the approval of the NCRCI.
- d. **Data Access:** Agency further agrees that the information contained in the NCRCI's information systems shall be used for public safety purposes only and that only public safety agency employees that have been subject to background screening will be allowed access to the system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access shall not be granted.

4. BENEFITS TO AGENCY:

- a. **Data Links:** the centralized sharing of Data will provide a solution to the problem of inaccessible information as result of disconnected systems and the difficulty in sharing criminal, threat, incident, or other information across jurisdictional boundaries.
- b. **Analysis:** NCRCI will enable Agency's public safety personnel to have access to analytical and de-confliction services provided free of charge to assist with the analysis of Data.

5. MOU CHANGES:

Any changes and additions to the MOU shall be made by written amendments to this MOU, and shall not be effective until approved in writing by the Parties. Annually, or more frequently as requested by the Parties, a joint review of this MOU may occur to identify needed changes, which may be amended by written mutual agreement of the Parties.

6. RECORDS AND REPORTS:

- a. All NCRCI records generated by those assigned to the NCRCI will be maintained at the NCRCI office, if they are not otherwise disseminated. Dissemination of any information from the NCRCI will be done only in compliance with applicable state and federal laws, standards and procedures on a need to know and right to know basis.

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- b. Classified material containing information or security files as defined in section 6254(f) of the California Government Code will be restricted by NCRCIC and will only be released to other agencies on a need to know basis.
- 7. INFORMATION ACCURACY:**
- Member agencies and authorized users acknowledge that the data maintained in the NCRCIC's information systems consists of information that may or may not be accurate. Neither party warrants nor may rely upon the accuracy of such information. Each party understands and agrees to convey that fact to anyone they authorize to access shared information. It shall be the responsibility of the person or entity requesting or using the data to confirm the accuracy of the information with the agency that authored or originated the information before taking any enforcement-related action.
- 8. CUSTODIAN OF RECORDS:**
- Each agency sharing data retains control and ownership as the official custodian of its records, and must independently verify all external information obtained via NCRCIC information systems. To the extent permitted by law, requests for information under the California Public Records Act or Freedom of Information Act will be directed back to the owner of the requested data.
- 9. COSTS:**
- Each party shall be responsible for their own costs associated with establishing, maintaining, or terminating this data sharing connection. Nothing in this MOU shall be construed to mean Parties incur new costs. Any applicable user licenses, renewal, maintenance costs, or similar must be determined in a separate contract or agreement.
- 10. DURABILITY:**
- This MOU shall become operational and effective upon execution by the Parties. The MOU shall remain for a term of five years, and may be extended by written amendment of the Agreement. Parties may terminate the MOU Agreement at any time by giving written notice to the other Parties at least sixty (60) days prior to the effective date of termination.
- 11. BENEFITS AND IMMUNITIES:**
- The Parties shall agree that the provisions of this MOU are not intended to directly benefit, and shall not be enforceable by any person or entity not a party to this MOU. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this MOU.
- 12. INDEMNIFICATIONS:**
- Notwithstanding the provisions of Government Code Section 895.2, Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims,

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suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers agents or employees arising out of or incidental to the performance of any of the provisions of this MOU. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents and officers.

13. SIGNATORIES NOT AGENTS/AUTHORITY TO BIND:

Parties to this MOU shall have no authority, express or implied, to act on behalf of any signatory in any capacity whatsoever as an agent. The Parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation whatsoever. This MOU is executed by the San Mateo County Sheriff acting in his official capacity as Chief Law Enforcement Agent, fiduciary and fiscal agent of the Northern California Regional Intelligence Center (NCRIC) and the Northern California High Intensity Drug Trafficking Area (NCHIDTA).

14. ASSIGNMENT PROHIBITED:

Parties to this MOU may not assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date as written below.

Sheriff Greg Munks,
San Mateo County Sheriff's Office
NC HIDTA Executive Board Vice-Chairman

DATE

CHIEF OF POLICE
PALO ALTO POLICE DEPARTMENT

DATE